

REMARKS

Before the present amendment, Claims 1-12 were pending, with Claims 1, 6, and 10 being in independent form. In the present amendment, the specification has been amended to correct various typographical errors, Claims 1-12 have been amended to clarify the nature of the present invention and to correct an antecedent basis problem in Claims 7-9. Dependent Claims 13-21 have been added. Reconsideration and withdrawal of the rejections are requested on the basis of the foregoing amendments and following remarks.

In the Office Action dated 11 June 2002, the following grounds of rejection and objection were raised:

- I. Claims 7-9 were objected to for a minor informality (Office Action, ¶2);
- II. Claims 1, 6, and 9 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare et al.* (U.S. Patent 5,819,160, hereinafter *Foladare*) in view of *Guyot et al.* (U.S. Patent 6,119,098, hereinafter *Guyot*) (Office Action, ¶4);
- III. Claims 4, 5, and 7 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Chelliah et al.* (U.S. Patent 5,710,887, hereinafter *Chelliah*) (Office Action, ¶5);
- IV. Claim 8 was rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Fritsch* (U.S. Patent 6,233,682, hereinafter *Fritsch*) (Office Action, ¶6);
- V. Claims 2 and 3 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Frey et al.* (U.S. Patent 6,369,908, hereinafter *Frey*) (Office Action, ¶7);
- VI. Claims 10 and 11 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Eller et al.* (U.S. Patent 5,889,860, hereinafter *Eller*) (Office Action, ¶8); and
- VII. Claim 12 was rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot*, *Eller*, and *Wiser et al.* (U.S. Patent 6,385,596, hereinafter *Wiser*) (Office Action, ¶9).

I. Objection to Claims 7-9

The Examiner objected to Claims 7-9 for reciting back to independent Claim 6 as "[t]he apparatus of claim 6", when Claim 6 recites a system, not an apparatus. In response, Claims 7-9 have been amended to refer to the "system" of Claim 6. Withdrawal of the objection is respectfully requested.

II. Rejection of Claims 1, 6, and 9 under 35 U.S.C. §103(a)

The Examiner rejected Claims 1, 6, and 9 under 35 U.S.C. §103(a) as being unpatentable over *Foladare et al.* (U.S. Patent 5,819,160, hereinafter *Foladere*) in view of *Guyot et al.* (U.S. Patent 6,119,098, hereinafter *Guyot*) (Office Action, ¶4). Claim 1 is an independent method claim, and Claim 6 is an independent system claim reciting a system to carry out the method of Claim 1. The Examiner wrote his rejection as an analysis of Claim 6 (which applies equally to Claim 1). Specifically, the Examiner alleges that all the elements in Claim 6 are recited by *Foladere*, except for a "means for sending to the mobile terminal at predetermined time intervals, in response to the user-specific information transmitted by the mobile terminal, at least information related to the product when the user is authorized to receive the product based on the user-specific information received from the mobile terminal" which the Examiner alleges is taught by *Guyot* (Office Action, ¶4, page 3). Applicant has amended independent Claim 6 (and Claim 1) to clarify the differences between the present invention and the cited prior art.

Foladere describes a radio subscription service in which a subscription control system supplies previously-selected audio content from a subscription content database to the digital radio of a subscriber. The subscriber selects audio content, such as musical pieces, audio literary works, or news material based on a keyword (e.g., "Baseball"), and the list of selected items, called a "playlist", is stored by the system. Later on, the subscriber may download the material in the playlist to his or her own digital radio.

Guyot describes an advertising system by which targeted advertisements are presented on the display of a recipient's personal computer. The advertising system targets recipients, called "subscribers", based on the subscribers' personal profiles, which are stored in a central database.

Because these two references are from non-analogous arts, there is no basis for combining them. *Foladere* is directed to a system by which subscribers download and play their

previously-chosen music on their digital radios. On the other hand, *Guyot* is directed to a system for targeting advertising to personal computers over the Internet. The targeting of Internet advertising is not an art analogous to digital radio subscription systems. Moreover, neither reference contains a teaching or suggestion to combine with the other.

Furthermore, by contrast to these two references, the invention recited in amended independent Claims 1 and 6 is directed to a subscription service in which a subscriber responds to periodic offers to download digitally formatted products from the subscription service. Although *Guyot*, *Foledare*, and the present application refer to "subscriptions" and "subscribers", the use of these terms is fundamentally different in each specification. In *Guyot*, 'subscribers' are nothing more than potential recipients of advertising material listed in a database, and may have never subscribed to any service at all. In *Foladere*, the 'subscribers' have subscribed to an audio content maintenance and download service, whereby the subscription service maintains subscriber-selected playlists and downloads the audio material listed in the playlist to the digital audio device of the subscriber when the subscriber requests such a download. In amended independent Claims 1 and 6, the 'subscriber' belongs to a subscription service which automatically (i.e., without user intervention) sends periodic offers for downloadable material to each subscriber.

To make a rough analogy to printed materials, *Guyot* maintains a mailing list of advertising targets, *Foledare* maintains a virtual library for its subscribers, and Claims 1 and 6 provide a virtual Book-of-the-Month club. In a Book-of-the-Month Club, the subscriber receives by mail every month an offer to receive a particular book. The subscriber either rejects or accepts the offer, by mailing back the offer with a written indication as to the choice of the subscriber. In some cases, the book itself is mailed with the offer to the subscriber, and the subscriber either keeps it (indicating acceptance) or sends it back (indicating rejection). In the virtual library of *Foledare*, subscribers create lists of material which the subscriber system holds for them, and then "loans" out to the subscribers when the subscribers want the material. In the advertising mailout system of *Guyot*, advertising material is sent, unbidden, to people on a list of advertising targets.

Neither *Guyot* or *Foledare* have a subscription system which sends offers to receive downloadable material, nor do their subscription systems periodically send such offers to the subscriber without any action on the subscriber's part. Because amended independent Claims 1 and 6 recite such a system, they are patentable over the combination of *Guyot* and *Foledare*, and are thus in condition for allowance. Withdrawal of their rejection is respectfully requested.

At least because Claim 9 is dependent upon Claim 6, which is in condition for allowance (as explained above), Claim 9 is also in condition for allowance. Withdrawal of its rejection is respectfully requested.

III. Rejection of Claims 4, 5, and 7 under 35 U.S.C. §103(a)

The Examiner rejected dependent Claims 4, 5, and 7 under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Chelliah et al.* (U.S. Patent 5,710,887, hereinafter *Chelliah*) (Office Action, ¶5).

At least because Claims 4-5 and 7 are dependent upon Claims 1 and 6, respectively, which are in condition for allowance (as explained in Sect. II above), Claims 4-5 and 7 are also in condition for allowance. Withdrawal of their rejection is respectfully requested.

In addition, the combination of *Foladare*, *Guyot*, and *Chelliah* neither teaches nor suggests the limitations of independent Claims 1 and 6, on which Claims 4-5 and 7 depend, respectively. The reasons why *Foladare*, *Guyot*, or their combination do not disclose the limitations of Claims 1 and 6 are explained in Sect. II above. *Chelliah* discloses an electronic commerce computer architecture for facilitating commercial transactions over a computer network between a plurality of customers and at least one supplier. In *Chelliah*, items for purchase from a supplier are presented on the display monitor of the customer's computer, one or more items are selected by the customer, and the various steps of authentication and information retrieval are performed to implement the transferal of payment and initiate the delivery of the item. Continuing with the present application's Book-of-the-Month Club analogy from Sect. II, *Chelliah* is analogous to a virtual bookstore, where a purchaser goes to select and purchase books. *Chelliah*, either alone or in any combination with *Foladare* or *Guyot*, neither teaches nor suggests a subscription system which automatically sends offers to receive downloadable material. Nor does *Chelliah*, either alone or in any combination with *Foladare* or *Guyot*, teach or suggest periodically sending such offers to a subscriber without any action on the subscriber's part. Because amended independent Claims 1 and 6 recite such a system, they are patentable over the combination of *Guyot*, *Foladare* and *Chelliah*, and are thus in condition for allowance.

IV. Rejection of Claim 8 under 35 U.S.C. §103(a)

The Examiner rejected dependent Claim 8 under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Fritsch* (U.S. Patent 6,233,682, hereinafter *Fritsch*) (Office Action, ¶6).

At least because Claim 8 is dependent upon Claim 6, which is in condition for allowance (as explained in Sect. II above), Claim 8 is also in condition for allowance. Withdrawal of its rejection is respectfully requested.

In addition, the combination of *Foladare*, *Guyot*, and *Fritsch* neither teaches nor suggests the limitations of Claim 6, on which Claim 8 depends. The reasons why *Foladare*, *Guyot*, or their combination do not disclose the limitations of Claim 6 are explained in Sect. II above. *Fritsch* discloses a music purchasing system in which a user logs onto a vendor's website in order to browse, sample ("pre-listen"), and purchase songs. Once again using the present application's Book-of-the-Month Club analogy, *Fritsch* is analogous to a virtual bookstore in a manner similar to *Chelliah* in Sect. III above, except that *Fritsch* allows the purchaser to browse and read a little of the available books, as well as select and purchase books. *Fritsch*, either alone or in any combination with *Foladare* or *Guyot*, neither teaches nor suggests a subscription system which automatically sends offers to receive downloadable material. Nor does *Fritsch*, either alone or in any combination with *Foladare* or *Guyot*, teach or suggest periodically sending such offers to a subscriber without any action on the subscriber's part. Because amended independent Claims 1 and 6 recite such a system, they are patentable over the combination of *Guyot*, *Foladare*, and *Fritsch*, and are thus in condition for allowance.

V. Rejection of Claims 2 and 3 under 35 U.S.C. §103(a)

Dependent Claims 2 and 3 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot* and *Frey et al.* (U.S. Patent 6,369,908, hereinafter *Frey*) (Office Action, ¶7)

At least because Claims 2 and 3 are dependent upon Claim 1, which is in condition for allowance (as explained in Sect. II above), Claim 2 and 3 are also in condition for allowance. Withdrawal of their rejection is respectfully requested.

In addition, the combination of *Foladare*, *Guyot*, and *Frey* neither teaches nor suggests the limitations of Claim 1, on which Claims 2 and 3 depend. The reasons why *Foladare*,

Guyot, or their combination do not disclose the limitations of Claim 1 are explained in Sect. II above. *Frey* discloses a "photo kiosk" which takes a picture of a user and converts the picture into an electronic image which the user can manipulate in various ways (e.g., adding a text or audio message). The electronic image may be saved on a removable storage device which the user inserts into the kiosk, or forwarded to an e-mail address indicated by the user. However, *Frey*, either alone or in any combination with *Foladare* or *Guyot*, neither teaches nor suggests a subscription system which automatically sends offers to receive downloadable material. Nor does *Frey*, either alone or in any combination with *Foladare* or *Guyot*, teach or suggest periodically sending such offers to a subscriber without any action on the subscriber's part. Because amended independent Claims 1 and 6 recite such a system, they are patentable over the combination of *Guyot*, *Foladare*, and *Frey*, and are thus in condition for allowance.

VI. Rejection of Claims 10 and 11 under 35 U.S.C. §103(a)

Independent Claim 10 and dependent Claim 11 were rejected under 35 U.S.C. §103(a) as being unpatentable over *Fritsch* in view of *Guyot* and *Eller et al.* (U.S. Patent 5,889,860, hereinafter *Eller*) (Office Action, ¶8). Specifically, the Examiner alleges that all the steps of independent Claim 10 are disclosed by *Fritsch*, except for three: 1) "sending to the mobile terminal in response to receiving by the subscription server of the user-specific information, at predetermined time intervals, at least a portion of a product in digital format" which the Examiner alleges is taught by *Guyot*; 2) "sending to the mobile terminal the remaining portion of the product having a gateway lock for preventing unauthorized access by the user" which the Examiner alleges is taught by *Eller*; and 3) "transmitting a decoding message to the mobile terminal for unlocking the gateway lock when the user indicates a desire to purchase the product, so that the user may access the at least a portion of the product and the remaining portion of the product" which the Examiner alleges is taught by *Eller*. In response, applicant has amended independent Claim 10 to clarify the differences between the present invention and the cited prior art.

As explained above, the present application discloses a subscription system similar to a Book-of-the-Month Club, where a subscriber periodically receives offers to download a particular digitally formatted product from the subscription service. The subscriber responds to the offer by indicating whether he or she would like to download the particular product. Independent Claim 10 is directed to an embodiment of the present invention in which the subscriber receives the

offer **and** all or part of the particular digitally formatted product. Thus, similarly to independent Claims 1 and 6, the offer is sent automatically to the subscriber, without any action on the subscriber's part. However, unlike Claims 1 and 6, all or part of the digitally formatted product is also sent with the offer in independent Claim 10.

Furthermore, amended independent Claim 10 recites that a "preview portion" of the received all or part of the digitally formatted product is accessible to the user. For example, if the digitally formatted product was an electronic book, the preview portion may comprise one or more pages of the electronic book. Because the preview portion is accessible to the user, the user is able to preview the digitally formatted product in order to determine if he or she would like to purchase it. Similarly to amended independent Claims 1 and 6, amended independent Claim 10 recites that a response is sent back indicating whether the user wishes to have the product or not.

The final step of amended independent Claim 10 is directed to the situation where only a portion of the digitally formatted product has been downloaded (with the offer) to the mobile terminal, and recites that the remaining portion of the product will be downloaded if the response indicates that the user wants the digitally formatted product. Amended dependent Claim 11 is directed to the situation where the entire digitally formatted product has been sent with the offer to the mobile terminal, and recites that a "gateway lock" is also sent with the offer and the digitally formatted product. Although the user may access the preview portion of the downloaded digitally formatted product, the gateway lock ensures that the user cannot access the remaining portion. Newly added dependent Claim 13 recites that a decoding message which can unlock the gateway lock is sent to the mobile terminal if the user indicates a desire to purchase the digitally formatted product.

As discussed in the above sections, *Fritsch* discloses a music purchasing system in which a user logs onto a vendor's website in order to browse, sample ("pre-listen"), and purchase songs. *Guyot* discloses an advertising system by which targeted advertisements are presented on the display of a recipient's (or "subscriber's") personal computer. In the analogy of the present invention being like a virtual Book-of-the-Month Club, *Fritsch* is analogous to a virtual bookstore in which a purchaser can browse, read a little of the available books, and purchase them, and *Guyot* is like a system of virtual mass marketing in which advertising material is mailed to targets on a mailing list (i.e., database of "subscribers").

Eller discloses a key-based encryption system where at least a portion of a digitally formatted product is encrypted so that, although it may be copied and/or transmitted on the Internet, only a person who has been given a key may access the encrypted portion (or all) of the digitally formatted product. The decryption key can be issued on a client-specific basis (issued to one person or entity, will always work) or a transaction-by-transaction basis (issued for one and only one use, will not work again), and methods are proposed to trace the subsequent use of the digitally formatted product.

Eller, either alone or in combination with *Fritsch* and/or *Guyot*, neither teaches nor suggests a subscription system which automatically sends offers to receive downloadable material. Nor does *Eller*, either alone or in combination with *Fritsch* and/or *Guyot*, teach or suggest periodically sending such offers to a subscriber without any action on the subscriber's part. Because amended independent Claim 10 recites such a system, Claim 10 is patentable over *Guyot*, *Fritsch*, *Eller*, and any combination thereof, and is thus in condition for allowance. Withdrawal of the rejection is respectfully requested.

At least because Claim 11 is dependent upon Claim 10, which is in condition for allowance (as explained above), Claim 11 is also in condition for allowance. Withdrawal of its rejection is respectfully requested.

VII. Rejection of Claim 12 under 35 U.S.C. §103(a)

Dependent Claim 12 was rejected under 35 U.S.C. §103(a) as being unpatentable over *Foladare* in view of *Guyot*, *Eller*, and *Wiser et al.* (U.S. Patent 6,385,596, hereinafter *Wiser*) (Office Action, ¶9)

At least because Claim 12 is dependent upon Claim 10, which is in condition for allowance (as explained in Sect. VI above), Claim 12 is also in condition for allowance. Withdrawal of its rejection is respectfully requested.

In addition, the combination of *Foladare*, *Guyot*, *Eller*, and *Wiser* neither teaches nor suggests the limitations of independent Claim 10, on which Claim 12 depends. The reasons why *Foladare*, *Guyot*, *Eller*, or their combination do not disclose the limitations of Claim 10 are explained in Sect. VI above. Similarly to *Eller*, *Wiser* discloses an encryption system for protecting digitally formatted products distributed over the Internet. Also similarly to *Eller*, *Wiser*, either alone or in combination with *Foladare*, *Guyot*, and/or *Eller*, neither teaches nor suggests a subscription

system which automatically sends offers to receive downloadable material. Nor does *Wiser*, either alone or in any combination with *Foladare*, *Guyot*, or *Eller*, teach or suggest periodically sending such offers to a subscriber without any action on the subscriber's part. Because amended independent Claim 10 recites such a system, it is patentable over the combination of *Guyot*, *Foladare*, *Eller*, and *Wiser*, and is thus in condition for allowance.

Newly added Claims 13-21

Claims 13-21 were added in the current amendment. None of Claims 13-19 contain new matter. At least because Claim 13-21 are dependent upon Claims 1, 6, and 10, which are in condition for allowance (as explained above), Claims 13-21 are also in condition for allowance. Their allowance is respectfully requested.

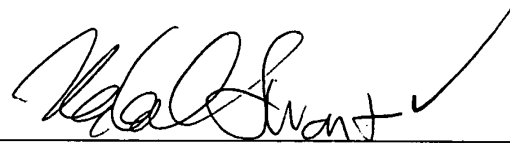
A check in the amount of \$18.00 is enclosed in payment for the addition of one new dependent claim.

If any additional fees or charges are required at this time, they may be charged to our Patent and Trademark Office Deposit Account No. 03-2412.

Respectfully submitted,

COHEN, PONTANI, LIEBERMAN & PAVANE

By

A handwritten signature in black ink, appearing to read "Michael C. Stuart", is written over a horizontal line. A checkmark is visible to the right of the signature.

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AMENDMENTS TO THE SPECIFICATION AND CLAIMS SHOWING CHANGES



IN THE SPECIFICATION:

Replace the paragraph beginning on page 3, line 1, with the following paragraph:

Now, users of mobile equipment such as wireless phones and palm-sized personal computers also demand, as do users of desktop computers, these same products. However, searching and browsing such information using mobile equipment may not be practical, as such ~~the~~ mobile equipment has limited processing capability, memory, and battery power. In addition ~~Consequently~~, such ~~the~~ mobile equipment has a small displays for viewing and manipulating ~~processing the~~ information.

Replace the paragraph beginning on page 6, line 1, with the following paragraph:

Routing of data packets between a sender (e.g., the subscription server) and a receiver (e.g., a mobile terminal) is described in U.S. Patent No. 6,233,458 ~~[patent application serial number 09/256,832]~~, which is incorporated herein by reference.

Replace the paragraph beginning on page 8, line 2, with the following paragraph:

Fig. 1 illustrates an on-line subscription system 10 in accordance with an embodiment of the present invention. The system 10 includes a mobile or a wireless communication network 12 for communicating with a mobile terminal 14 comprising ~~including~~, for example, a palm-sized personal computer, a Personal Digital Assistant, and a wireless phone. The wireless communication network 12 is connected to a wide area network such as the Internet 16 through an Internet access 18 such as a gateway server. Advantageously, the system 10 includes a subscription server 20, connected directly to an Intranet 22, and indirectly to Internet 16 through an Intranet access 24, for automatically and regularly communicating data to a subscriber, i.e., a user who is registered with the subscription server 20. A user is registered when the user submits to the subscription server 20 the requisite user-specific information, which will be stored in a subscription database accessible by the subscription server 20. The user-specific information includes the capabilities of the user's hardware, the user's financial information, and the user's preferences. Information on the user's hardware capabilities (e.g., user agent, terminal type, network type etc.) enables the server to

download data in a format compatible with the mobile terminal's protocol and the user network's protocol. The user's financial information such as, for example, the user's name, address, bank, credit or debit card account and other requisite billing information is included so that fees can be charged against the user's account as appropriate. As one example, the user's preferences are included so that the subscription server 20 can automatically seek out and retrieve digitally-formatted products preferred by or otherwise ~~[interested by]~~ interesting to the user (e.g., works of favorite writers, composers, singers, artists, music bands, orchestras, etc.) locally or from other vendor servers connected to the Internet for transmission to the user's mobile terminal using, for example, a search engine.

Replace the paragraph beginning on page 9, line 19, with the following paragraph:

The subscription server 20 may access data or product from a local database or from a vendor server 32 (operated by, for example, a book publisher) connected to the Internet. In the case where direct access to the vendor server 32 is required, the subscription server 20 sends a Uniform Resource Locator (URL) message (a conventional method of locating or retrieving resources from the World Wide Web) addressed to the vendor server 32 and retrieves the desired data from the vendor server 32. Optionally, the subscription server 20 sends a URL message to a "shopping market" 33 Web site which then redirects the subscription server 20 to other vendor Web sites (e.g., various book publisher's servers) to retrieve the product which ~~[interested by the user]~~ has been determined to be interesting to the user by using the user's preferences. It is not necessary that user preferences determine when and what information is sent but the book club (or the subscription server 20) itself can decide ~~[decides]~~ what and when should be sent depending on the collection of ~~[the]~~ items the book club is interested in. The user preferences may, for example, be a predetermined time period (e.g., once a month) the product is transmitted to the user. For example, for an electronic book club, the text of one or more books is transmitted on the first of each month by the subscription server 20 and downloaded into the mobile terminal 14.

Replace the paragraph beginning on page 10, line 13, with the following paragraph:

Fig. 3 is a flowchart describing an embodiment of the on-line subscription method of the present invention. Initially, in step 100, the subscription server 20 determines whether

user-specific information for a user exists. In step 102, if the user-specific information exists (or if the user is authorized to receive information from the subscription server 20), the subscription server 20 retrieves (locally, or remotely from a vendor server by, for example, sending a URL request) and transmits to the mobile terminal 14 information relating to available products at each predetermined period of time. The products are selected based on the user's preferences obtained from the previously submitted user-specific information. If user-specific information does not exist for the user (or the user is not authorized to receive information from the subscription server 20), that user must register with the subscription server 20 and supply the requisite information before he can receive product-related information from the subscription server 20, as indicated in step 104. In step 106, the subscription server 20 assesses and sends to the mobile terminal 14 the product-related information. In step 108, the user determines whether to purchase a product (e.g., MP3 (MPEG, layer 3) coded music data and/or JPEG coded image data etc.) based on the product-related information. If not, the user sends a cancellation request from the mobile terminal 14 to the subscription server 20 in step 110. The subscription server 20 then cancels the product in step 112. The cancellation message may be sent to a special address specified in the message sent. When the server 20 receives the message, it will add a cancellation mark to the subscriber information. In step 109, it is determined whether the product is included in the message. If the product is included in the message, the method jumps to step 116 ~~[product is transmitted to the terminal 14 in step 114]~~. If the product is not included in the message, the subscription server 20 retrieves and transmits (i.e., downloads) the product to the mobile terminal 14 in step 114 based on the network capabilities specified by the user. The mobile terminal 14 then determines ~~[indicates to the user]~~ whether the mobile terminal 14 is capable of presenting the product based on the user-specific information in step 116. If so, the mobile terminal 14 receives and presents the product by, for example, using an MP3 player to convert the product into sounds which are played on a speaker in step 118. If not, the mobile terminal 14 transfers the product to a Bluetooth-capable player 26 such as, for example, an electronic book, an audio player, and/or a multimedia player etc. in step 120. In the case where text and/or JPEG image data are transferred to the electronic book 26~~[7]~~, ~~t[7]~~he user may view one or more pages on the electronic book 26 as the user depresses sequentially a signaling switch thereon to cause transfer of additional data for display thereon. Thereafter, the subscription server 20 charges the user's credit or debit card account the price of the downloaded product.

Replace the paragraph beginning on page 12, line 3, with the following paragraph:

In another embodiment, the entire product (e.g., book, music, etc.) is downloaded to customers' mobile terminals, including a special "gateway lock". The customer can, for example, read the first page of the downloaded book, or listen to one [-] minute of the downloaded music etc. and after that the "gateway lock" prohibits the use of the product and the user is requested to decide whether to buy the product or not. If the answer is "yes", the "gateway lock" opens (by, for example, a decoding message or instruction from the subscription server 20) and the rest of the downloaded product can then be accessed by the customer and fees are charge[s]d according to the terms of an agreement or club rules already agreed to by the customer. This embodiment has the advantage of lower overall costs. It is contemplated that instead of canceling the product, the product may be sent back to the server so that the server knows that the subscription is cancelled. It is also contemplated that instead of sending a decoding message ~~[the product]~~ back from ~~[to]~~ the server, the downloaded product includes an access code for unlocking the gateway lock so that the customer can access the entire product.

IN THE CLAIMS:

Claims 1-12 are amended as follows:

1. (Amended) A method of providing an on-line subscription service [~~services from a subscription server~~] to a user of a mobile terminal [~~connected to a wireless communication network and a wide area network~~], comprising the steps of:

~~[(a) transmitting from the mobile terminal to the subscription server of user specific information relating to at least one of the user's mobile terminal capabilities, the user's preferences of products, and information relating to the user;]~~

subscribing, by the user, to the on-line subscription service by interacting with a subscription server on a wide area network;

~~[(b) receiving by the subscription server of the user specific information;]~~

transmitting [(c) sending] to the mobile terminal via a wireless communication network [in response to step (b)] at predetermined time intervals and without user action an offer [at least information related] to download a digitally formatted product [when the user is authorized to receive the product based on the user specific information received from the mobile terminal];

transmitting [(d) receiving] from the mobile terminal via the wireless communication network a response [request] indicating whether the user wishes to accept the offer to download [purchase] the digitally formatted product; and

[(e)] transmitting via the wireless communication network the digitally formatted product [in digital form] to the mobile terminal [when] if the user accepts the offer [indicates a desire] to [purchase] download the digitally formatted product.

2. (Amended) The method of claim 1, ~~[subsequent to step (e)]~~ wherein if the user accepts the offer to download the digitally formatted product, further comprising the step of:

[(f)] determining whether the mobile terminal is capable of presenting the downloaded digitally formatted product, and if so, the downloaded digitally formatted product is presented on the mobile terminal, and if not, the downloaded digitally formatted product is transferred from the mobile terminal to a player capable of presenting the downloaded digitally formatted product.

3. (Amended) The method of claim 2, wherein ~~[in step (f),]~~ the digitally formatted product is transferred using wireless devices.

4. (Amended) The method of claim 16 ~~[4]~~, wherein the user-specific information comprises financial information concerning how the user pays for the digitally formatted product and wherein the step of transmitting the offer to download the digitally formatted product comprises:

transmitting [the] information related to the digitally formatted product, wherein the information related to the digitally formatted product comprises a price of the digitally formatted product.

5. (Amended) The method of claim 1, wherein the user accepts the offer to download the digitally formatted product, further comprising the step of:

charging the user the price of the digitally formatted product transmitted to the mobile terminal.

6. (Amended) A system of providing an on-line subscription service ~~[services from a subscription server]~~ to a user of a mobile terminal ~~[connected to a wireless communication network and a wide area network]~~, comprising:

a wireless communication network;

~~[(a) means for transmitting by the mobile terminal to the subscription server user-specific information relating to at least one of the user's mobile terminal capabilities, the user's preferences of products, and information relating to the user;~~

~~(b) means for receiving by the subscription server the user specific information;~~

~~(c) means for determining when the user is authorized to receive a product;~~

~~(d)]~~ a subscription server connected to a wide area network comprising means for transmitting via the wireless communication network [sending to the mobile terminal] at predetermined time intervals[5] and without user action an offer to download [in response to the user specific information transmitted by the mobile terminal, at least information related to the] a digitally formatted product [when the user is authorized to receive the product based on the user specific information received from the mobile terminal]; and

a mobile terminal connected to the wireless communication network, comprising:

~~[(e)]~~ means for receiving the offer to download the digitally formatted product ~~[from the mobile terminal]~~ and for transmitting a response ~~[request]~~ indicating whether the user wishes to accept the offer to download ~~[one of receive the product and not receive]~~ the digitally formatted product~~],~~ and

~~[(f)]~~ means for downloading ~~[transmitting]~~ the digitally formatted product ~~[in digital form to the mobile terminal when]~~ if the user accepts the offer ~~[indicates a desire]~~ to download ~~[receive]~~ the digitally formatted product.

7. (Amended) The system ~~[apparatus]~~ of claim 18 ~~[6]~~, wherein the user-specific information further comprises information relating to how the user is to pay for the digitally formatted product, wherein the means for transmitting the offer to download a digitally formatted product also transmits information related to the digitally formatted product with the offer and the information related to the digitally formatted product comprises a price of the digitally formatted product, ~~[and]~~ the system further comprising:

means for charging the user the price of the digitally formatted product when downloaded by the user.

8. (Amended) The system ~~[apparatus]~~ of claim 6, wherein the digitally formatted product comprises at least one of ~~[includes a]~~ an electronic book, audio material, or video material.

9. (Amended) The system ~~[apparatus]~~ of claim 6, wherein the wide area network is the Internet ~~[product includes music]~~.

10. (Amended) A method of providing an on-line subscription service ~~[services from a subscription server]~~ to a user of a mobile terminal ~~[connected to a wireless communication network and a wide area network]~~, comprising ~~[in sequence]~~ the steps of:

~~[(a) transmitting from the mobile terminal to the subscription server of user-specific information relating to at least one of the user's mobile terminal capabilities, the user's preferences of products, and information relating to the user;~~

~~(b) receiving by the subscription server of the user-specific information;~~
subscribing, by the user, to the on-line subscription service by interacting with a subscription server on a wide area network;

~~[(e) sending]~~ transmitting to the mobile terminal via a wireless communication network [in response to step (b)] at predetermined time intervals and without user action an offer for a digitally formatted product and at least a portion of [a] the digitally formatted product, [in digital form and a remaining portion of the product in digital form when the user is authorized to receive the product based on the user-specific information received from the mobile terminal, the remaining portion of the product having a gateway lock for preventing unauthorized access by the user,] wherein the user can access a

~~[(d) presenting only]~~ preview portion of the at least a portion of the digitally formatted [a] product [to the user];

transmitting [(e) receiving] from the mobile terminal to the subscription server a response [user request] indicating whether the user wishes to purchase the digitally formatted product; and

if the transmitted at least a portion of the digitally formatted product does not comprise the entire digitally formatted product and [(d) transmitting a decoding message to the mobile terminal for unlocking the gateway lock when] the user indicates a desire to purchase the digitally formatted product, [so that the user may access the at least a portion of the product and] transmitting the remaining portion of the digitally formatted product to the mobile terminal.

11. (Amended) The method of claim 10, wherein the transmitted at least a portion of the digitally formatted product is [in step (e) is] the entire digitally formatted product, and the step of transmitting the offer and the at least a portion of the digitally formatted product comprises the step of:

transmitting [transmitted] a gateway lock to the mobile terminal, wherein, although the user can access the preview portion of the digitally formatted product, the gateway lock prevents the user from accessing the remaining portion of the digitally formatted product.

12. (Amended) The method of claim 10, further comprising the step ~~[(e)]~~ of;

transmitting from the mobile terminal back to the subscription server the at least a
portion of the digitally formatted product [~~a cancellation message~~] when the user response
indicates a desire not to purchase the product.